

**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: Part of 3265 Jockvale Road

File No.: D07-12-22-0104

Date of Application: July 4, 2022

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This SITE PLAN CONTROL application submitted by Minto Communities Inc. is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing A100 prepared by SRN Architects. Revision 23 dated February 21, 2024.
2. **Landscape Plan**, drawings L01-L09 prepared by NAK Design Strategies. Revision 9 dated March 15, 2024.
3. **Landscape Plan Details**, drawings D01-D02 prepared by NAK Design Strategies. Revision 9 dated March 15, 2024.
4. **Building Elevations**, prepared by SRN Architects, Revision 4 dated February 22, 2023.
5. **General Notes**, Sheets #1, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
6. **Details and Table**, Sheets #2-3, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
7. **General Plan West**, Sheet 4, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
8. **General Plan East**, Sheet 5, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
9. **Grading Plan West**, Sheet 6, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
10. **Grading Plan East**, Sheet 7, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
11. **Sanitary Drainage Plan West**, Sheet 8, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
12. **Sanitary Drainage Plan East**, Sheet 9, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
13. **Storm Drainage Plan West**, Sheet 10, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
14. **Storm Drainage Plan East**, Sheet 11, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
15. **Erosion and Sediment Control Plan West**, Sheet 12, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
16. **Erosion and Sediment Control Plan East**, Sheet 13, prepared by David Schaeffer Engineering Ltd, Revision 8 dated March 18, 2024.
17. **Redi-Rock Retaining Wall Design (RR25)**, Drawing No. PG5636-4, prepared by Paterson Group, revision 1 dated 25/09/2023.
18. **Redi-Rock Retaining Wall Design (RR1-RR2)**, Drawing No. PG5636-5, prepared by Paterson Group, revision 1 dated 21/09/2023.
19. **Redi-Rock Retaining Wall Design (RR3-RR4)**, Drawing No. PG5636-6, prepared by Paterson Group, revision 1 dated 21/09/2023.

20. **Redi-Rock Retaining Wall Design (RR5-RR6)**, Drawing No. PG5636-7, prepared by Paterson Group, revision 2 dated 02/10/2023.
21. **Redi-Rock Retaining Wall Design (RR7-RR8)**, Drawing No. PG5636-8, prepared by Paterson Group, revision 1 dated 21/09/2023.
22. **Redi-Rock Retaining Wall Design (RR10-RR11)**, Drawing No. PG5636-9, prepared by Paterson Group, revision 1 dated 25/03/2024.
23. **Redi-Rock Retaining Wall Design (RR12-RR13)**, Drawing No. PG5636-10 prepared by Paterson Group, revision 1 dated 25/03/2024.
24. **Redi-Rock Retaining Wall Design (RR14-RR24, RR26)**, Drawing No. PG5636-11 prepared by Paterson Group, revision 1 dated 02/10/2023.

And as detailed in the following report(s):

1. **Design Brief**, prepared by David Schaeffer Engineering Ltd. dated February 2024, revision 5.
2. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated May 31, 2023.
3. **Transportation Impact Assessment**, prepared by CGH Transportation, revision 2, dated June 2023.
4. **Geotechnical Investigation**, prepared by Paterson Group dated June 27, 2023. Revision 2.
5. **Geotechnical Review of Site Servicing Drawings Memorandum**, prepared by Paterson Group, dated June 27, 2023.
6. **Geotechnical Review – Global Stability Analysis Proposed Retaining Walls memorandum**, prepared by Paterson Group, dated March 15, 2024.
7. **Barrhaven Town Center Combined Environmental Impact Statement & Tree Conservation Report**, prepared by McKinley Environmental Solutions, dated May 2021.
8. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated August 24, 2021.

And subject to the following Requirements, General and Special Conditions:

### **General Conditions**

#### **1. Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

#### **2. Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

#### **3. Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

6. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

7. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

8. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

## **Special Conditions**

### **9. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **10. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

### **11. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) all units within Blocks 6 and Block 16 are to be equipped with central air conditioning;
- (b) all units within Blocks 1-5, 7-15, and 17-25 are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- (d) prior to the issuance of a building permit for Blocks 6 and 16, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (e) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Assessment referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (f) notice respecting noise shall be registered against the lands, at no cost to the City, and such notice shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 12 below.

## **12. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Blocks 1-5, 7-15, and 17-25: Type C – Forced Air Heating System and Ducting

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands."

## Blocks 6 and 16: Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

### 13. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### 14. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Landscape Plans, Grading Plans and Retaining Wall Designs referenced in Schedule “E” hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

### 15. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved Grading and Landscape Plans, both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in

accordance with the said approved Retaining Wall Design for Insert Location. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

**16. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

**17. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule “E” herein.

**18. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Design Brief for Minto Communities - Canada, Barrhaven Town Centre - Stage 1, 3265 Jockvale Road, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

#### 19. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

#### 20. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

#### 21. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the

associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

## **22. Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
  - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

## **23. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Riocan Avenue and Glenroy Gilbert Drive rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant, landscaping material (except municipal trees), and walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

## **24. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

## **25. Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph Insert Number of Condition (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

## **26. Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.
- (b) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

## **27. Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

## **28. Notice on Title - School Accommodation**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

## 29. **Fire Route Access**

Prior to registration, the Owner shall apply for and receive designation for all fire routes, including the temporary fire route along future Chapman Mills. The Owner shall install signage at the entrance of the temporary fire route prohibiting public usage of the fire route. The Owner shall provide year-round access and maintenance on all fire routes, at its sole cost, to allow for emergency access. The fire route along future Chapman Mills shall remain in place until the permanent roadway has been constructed and opened for public access.

## 30. **Notice on Title – Temporary Fire Route**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that the temporary fire route along future Chapman Mills Drive is limited to use for emergency access and that there is no resident vehicle access to this area.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

## 31. **Construction Staging to Limit Fire Risk**

The Owner acknowledges and agrees that due to the close proximity of the proposed buildings, and to limit risk of fire and egress during emergency events, the Owner shall not apply for and receive occupancy permit until each of the following grouping of interior facing units has completed the installation of siding, windows and shingles.

Blocks 19, 20, 12, 13;  
Blocks 9, 10, 2, 3;  
Blocks 17, 18, 14, 15;  
and Blocks 7, 8, 4, 5

## 32. **Expedited Access Road Installation Coordination**

The Owner acknowledges that the City of Ottawa is undertaking the Expedited Access Road Installation per City Contract CP000845 (Issued for construction drawings dated November 23, 2023) which affects the future Riocan Avenue Right-of-Way. CP000845 is scheduled to be completed prior to September 2024; City staff and contractors may require on-going access following completion of construction (warranty, maintenance activities, etc.). When the Riocan Avenue extension proceeds, the Owner shall coordinate their proposed works with the Access Road to ensure that adequate access is maintained for city staff/contractors

and that public access is restricted to the satisfaction of the City. The proponent shall ensure that time and space provisions are maintained between their proposed works and the aforementioned activities in accordance with OHSA requirements.

April 3, 2024



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Date

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Lily Xu  
Manager, Development Review, South  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-22-0104

### **SITE LOCATION**

Part of 3265 Jockvale Road, and as shown on Document 1.

### **Description of site and surroundings**

The site has an area of 4.82 hectares and is located at the southwest corner of Longfields Drive and Glenroy Gilbert Drive. It is bounded by existing commercial and four storey residential developments to the north, future Chapman Mills Drive extension to the south and future Barrhaven Downtown Civic Complex to the west.

### **Summary of proposed development**

The applicant is proposing to construct a planned unit development comprised of 604 back-to-back stacked dwelling units. Riocan Avenue and Glenroy Gilbert Drive will be extended to the western and southerly limit of the site for access to the development. A total of 604 resident and 60 visitor parking will be provided. The proposal will also include 3,365 square metres of communal amenity spaces and over 300 bicycle parking spaces.

Vehicle and pedestrian access will be provided through the extension of both Glenroy Gilbert Drive and Riocan Avenue which will include sidewalks and on-street parking on both streets. Majority of the parking spaces are located underground within the south block. The remaining surface parking are scattered across the two blocks. Access to the underground parking is within the south block with the driveway access from Glenroy Gilbert Drive. A transportation impact assessment was submitted as part of the applications and staff has confirmed that the adjacent local street network is anticipated to remain at acceptable level of service. Most trips are projected to connect to the higher order corridor such as Riocan Avenue, Longfields Drive and ultimately Chapman Mills Boulevard when it is constructed. There are very few sites generated vehicle forecasted to utilize adjacent local streets such as Sue Holloway Drive.

A new public park is proposed on the west side of RioCan Avenue in conjunction with the civic block. There will be an under dedication of parkland which will be addressed through a restrictive covenant on title in future phases of Minto development to the south. The associated condition is included in the subdivision approval. Within the south block, there is also an east west linear green space corridor traversing the site to provide amenity for the residents. Both blocks include an array of private walkways connecting the development to public streets. There are sufficient sanitary and watermain capacity surrounding the project. Underground storage tanks will be utilized



to store excess stormwater runoff during larger storm event and released slowly into existing stormwater sewer beside the development.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Stacked Dwelling Units	604

### **Related Applications**

The following applications are related to this proposed development:

- Approved Zoning By-law Amendment – D02-02-21-0155
- Draft Approved Plan of Subdivision Application – D07-16-21-0041

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the policies with the City's Official Plan and Barrhaven Downtown Secondary Plan.
- The Official Plan designates the subject property as Hub within the Suburban Transect. Hubs are areas centered on planned or existing rapid transit stations. The planned function of Hub is to concentrate a diversity of function and a higher density of development to support the adjacent rapid transit system.
- The Secondary Plan designates the site as Mixed-Use Neighbourhood. The area is envisioned as a transition between the higher-density Station Area to the north and west to the adjacent low-rise communities to the east and south. A range of transit-supportive land uses are permitted including residential subject to a minimum density of 60 units per net hectares. Building is required to have a minimum height of two storeys and ground floor treatment of all buildings should include a street-oriented build form with primary entrances oriented to the public realm.
- The applicant is proposing 604 back-to-back stacked dwelling units with a height of four storeys. The proposal is an appropriate transition between the planned higher density Station Area to the north and west against the existing low-rise residential homes east of Longfield Drive. The planned density is approximately 120 units per net hectare, exceeding the minimum density requirement established within the Barrhaven Downtown Secondary Plan. Furthermore, the site is well situated to support healthy 15-minute neighbourhoods. The entire project is located within 600 metres to both the Market Place and Barrhaven Centre rapid transit station, along with an array of commercial amenities such as



grocery store, restaurant, bank, service uses, and other big box commercial retail offered within the Barrhaven Downtown area.

- The concurrent Zoning By-law Amendment to rezone the lands to Mixed-Use Centre Zone has been approved with all opportunities for appeal exhausted.
- The proposal represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Hill has concurred with the proposed conditions of approval.

### **Public Comments**

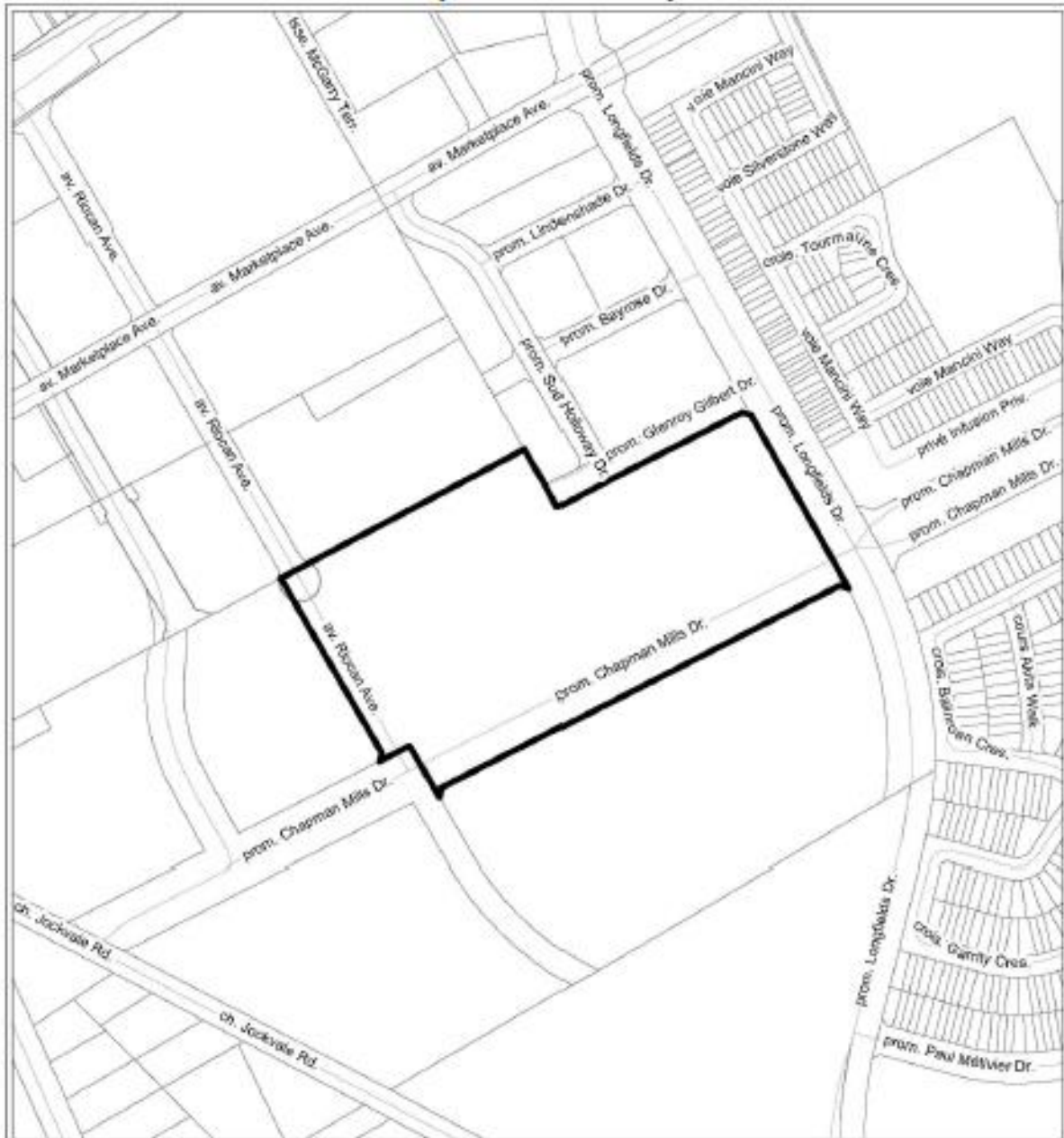
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.



## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the "On Time Decision Date" established for the processing of an application that has Manager Delegated Authority due complexity associated with civil engineering and transportation coordination.

Contact: Stream Shen Tel: 613-580-2424, extension 24488 or e-mail: [stream.shen@ottawa.ca](mailto:stream.shen@ottawa.ca)

# Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION</b> <b>ZONING BY-LAW AMENDMENT /</b> <b>PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT</b>	
D00-02-21-0155 D07-16-21-0041	22-0111-X	 <b>3265 chemin Jockvale Road</b>	
I:\CO\0022\Zoning_Sub\Jockvale_3265			
©Materiel de base de données géographiques et données de base All rights reserved. Map not to be produced without permission. This is NOT A PLAN OF SUBDIVISION			
Tous droits de propriété intellectuelle et données de base réservés. Toute réimpression sans autorisation est formellement interdite. Ceci n'est PAS UN PLAN DE LOTISSEMENT			
REVISION / RÉVISION - 2022 / 02 / 09			
			